

Not occupying this Bill of Lading, the Merchant agrees to be bound by all the stipulations, provisions, terms and conditions on the face and back hereof, whether written, printed or otherwise, and to indemnify and hold harmless the Carrier and its servants, agents, employees, representatives, subcontractors, independent contractors, and subcontractors, from and against all claims, damages, losses, expenses, costs, and charges, including reasonable attorneys' fees, which may be asserted against or incurred by the Carrier or its servants, agents, employees, representatives, subcontractors, independent contractors, and subcontractors, in connection with or arising out of the performance or non-performance of the Carrier's obligations under the Bill of Lading.

DEFINITIONS

The following words, whether contained on the front or back, have no meanings likely to assist in the identification of the person to whom they refer:

- (m) "Carriage" means a vehicle or any part of the cargo manifest used to transport goods.
- (n) "Lading" means Yangtze River Transport Corporation ("Yangtze").
- (o) "Container" includes any ISO standard container, trailer, transactable unit, flat rack and/or other form of transportation equipment in compliance with ISO standards.
- (p) "Freight" includes all charges payable to the Carrier in accordance with the applicable tariff and this Bill of Lading.
- (q) "Goods" means the whole or any part of the cargo manifested from the Merchant and includes any equipment or Container not supplied by or on behalf of the Carrier.
- (r) "Holder" means any Person for the time being in possession of this Bill of Lading to whom the property in the Goods has passed on, or by reason of, the consignment of the Goods or the endorsement of this Bill of Lading or otherwise.
- (s) "Merchant" includes the shipper, holder, consignee or the vessel of the Goods or any Person signing or entitled to the possession of the Goods or this Bill of Lading and anyone acting on behalf of any such Person.
- (t) "Multimodal Transport" means if the Place of Receipt and/or the Place of Delivery are indicated on the face hereof in the relevant section,
 (i) Period includes an individual, group, company or other entity;
 (ii) Port-to-Port means if the Carriages are not Multimodal Transport;
- (u) "Sub-Contractor" includes owner and operators of vessels (other than the Carrier), slot chartered vessels, towage vessels, terminal and goods age operators, underlying Carriers and any independent contractor employed by the Carrier in performance of the carriage.
- (v) "Underlying Carrier" includes any water, rail, motor, air or other carrier utilized by the Carrier for any part of the transportation of the shipment covered by this Bill of Lading.
- (w) "Vessel" includes the vessel named on the face hereof, together with any ship, craft, tugboat, barge, fleetmaster, boat or other means of transportation operated in whole or in part, for the vessel named on the face hereof.

CARMIET'S DANCE

The terms and conditions of Carma's applicable law are incorporated from, including those provisions relating to evidence and witness statements. Copies of the relevant provisions of the applicable law will be obtained from the court upon request in the event of any inconsistency between this Bill of Lading and the applicable law; the Bill of Lading shall prevail.

MEERGHANI'S WARFRONT

The Merchant, who is not at all in agreement in the terms of his offer, is, of course, the quarryman, who is not at all in agreement in the terms of his offer, and the Elf of Lath.

EXCEPTIONS AND INEQUITIES OF SEYMOUR A. LINDSAY'S *EXCERPTS FROM THE RECORDS OF THE HOUSE OF COMMONS*

[illegible]

3. EXEMPTIONS AND LIMITATIONS OF SERVANTS, AGENTS, STEVEDORES, AND OTHER SHIP-CONTRACTORS.

In contracting for the following exemptions and limitation of, and protection from liability, the Carrier is acting as agent and trustee for all other Persons named in this clause. It is understood and agreed that other than the Carrier, no person, firm or corporation or other legal entity whatsoever, including the Master, Officers, and crew of the vessel, agents, Underlying Carriers, and Contractors and/or any other independent contractors whatsoever, utilized in the Carriage is or shall be deemed to be liable with respect to the Goods as carrier, bailee or otherwise. If, however, it shall be adjudged that any Person other than the Carrier is, in whole or in part, liable for the Goods or is otherwise responsible with respect thereto, then all exemptions and limitations of, and protections from liability provided by law or by the terms of this Bill of Lading shall be available to such Person.

It is also agreed that the vessel and each of the aforementioned Persons referred to in the preceding clause are intended beneficiaries, but nothing herein contained shall be construed to limit or relieve them from any liability whatsoever to the Cargo.

SCORE OF THE VOYAGE

The intended Carriage may include the use of Underlying Carriers and it is expressly agreed that the use of such Underlying Carriers shall not constitute a deviation in this regard. The Carrier may at any time, and without notice to the Merchant, use any means of Carriage or storage whatsoever, including the Goods from one conveyance to another, including transshipping or carrying the Goods on a vessel other than that specified on the face hereof, provided by any route in the Carrier's discretion, whether or not the transit or most direct, customary or advertised route, and proceed to or stay at, any place or port whatsoever, load and unload the Goods at any place or port whether or not such port is named on the face of this Bill of Lading as the port of loading or the port of discharge, and store the Goods at any such place or port and/or convey with any order or recommendations given by any government or local authority or any Person or body acting or purporting to act on behalf of such government or local authority.

The above set out in this clause may be invoked by the Carrier for any purpose whatsoever, whether or not connected with the Carriage of the Goods, including loading, unloading, stowage, bunkering, unloading, repairs, adjusting, maintenance, placing up or loading any Person, (including but not limited to Persons involved with the operation or maintenance of the vessel and existing vessels) in all situations. Anything done in accordance with this clause or any duty arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

LIBEREE'S CLAUSE

If at any time the Carriage is or is likely to be affected by any situation which has given or is likely to give rise to a defect, injury, loss, delay, risk of capture, seizure or detention, or disadvantage of whatsoever nature to the Vessel, the Carrier, any Underlying Carrier or Ship Contractor utilized in the Carriage of the Goods, or if such situation makes it in any way unsafe, impracticable or unlawful or against the interest of the Carrier or the Merchant to commence or continue the Carriage of the Goods, the Carrier may at any time, in its sole discretion:

(1) Unpack the Container(s) or otherwise dispose of the Goods in such way as the Carrier may deem advisable at the risk and expense of the Merchant.

(2) Carry the Goods to the port of destination, or of discharge, or place of delivery, whichever is applicable, by any alternative route or means of transportation to that indicated in this Bill of Lading, or that which is usual for Goods consigned to that port of discharge or place of delivery. Any such additional Freight and charges shall be for the Merchant's account.

(3) Suspend the Carriage of the Goods and store them ashore or afloat upon the terms of the Bill of Lading and otherwise to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension of the Carriage. Any additional Freight or charges shall be for the account of the Merchant or

(4) At any time the Carriage of the Goods and place them at the Merchant's disposal at any place or port, within the limits of the Carrier's safe and convenient, whereupon the Carrier's responsibility in regard to the Goods shall cease. Notwithstanding the above, the Carrier shall nevertheless be entitled to full Freight of the Goods and the Merchant shall pay any additional costs of the Carriage to, and delivery and storage at such place or port.

The situations referred to in this clause shall include, but shall not be limited to, those caused by the act of God or accident or any other

(4) Abandon the Luggage of the Goods and place them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whenever the Carrier's responsibility in regard to the Goods shall cease. Notwithstanding the abandonment, the Carrier shall nevertheless be entitled to full freight on the Goods and the Merchant shall pay any additional costs of the Carriage to and delivery and storage at such place or port.

at such place or place, and the carrier shall not be limited to those caused by the existence or apprehension of war, whether declared or undeclared, hostilities, warlike or belligerent acts or operations, riots, civil commotions or other disturbances, storm, flood, earthquake, or any other act of God, closure of channels, or exchange to any canal, blockade of port, or placing of interdiction or prohibition of restriction on commerce or trading, quarantine, sanitary or other similar regulations or restrictions, strikes, lock-outs or other labor troubles, whether partial or general, expropriation of port, wharf, dock, terminal, or the facilities of any ship, contractor or loading or unloading containers used in the carriage covered by this bill of lading.

CARRIER'S RESPONSIBILITY AND CLAUSE PARAMOUNT

(15) Port 10: Port 5th priority

(1) When loss or damage has occurred between the time of loading on the vessel and the time of discharge by the Carrier, or any underlying Carrier, at the port of discharge, the responsibility of the Carrier shall be determined in accordance with any National law making the Hague Rules, or any amendments thereto, including the Hague-Visby amendments, compulsorily applicable to the bill of lading. The Carrier shall be under no liability whatsoever for loss of, or damage to, the Goods, howsoever occurring, if such loss or damage arises prior to loading onto, or subsequent to the discharge from, the vessel. Notwithstanding the foregoing, in the event that any applicable convention or law provides to the contrary, the Carrier shall have the benefit of every right, defence, limitation and liability set forth in the Hague-Visby Rules, or, if applicable, the Rules as immediately amendments as applied by this Clause during such additional compulsory period of responsibility.

(2) Notwithstanding anything contained in the preceding provision, in the event that in the Bill of Lading goods shipments to or from the United States (other than the Carriage of Goods by Sea Act of the United States ("COGSA")) shall be responsibility of the carrier and shall (except as may be otherwise specifically provided elsewhere herein) also govern liability for Goods are loaded on and/or after they are discharged from the Vessel provided, however, that the Goods are under actual custody of the Carrier or any Unloading Carrier at such Contract.

(13) (c) Multimodal Transport. With respect to multimodal transportation here, to determine the United States' position, you may need the joint custody of the carrier of any blended carrier, such as Multimodal Transport will be governed by the provisions of Clause 7(A).

(c) In the event Clause 7(a) is had irrevocable to such Multimodal Transportation from, to, or within the United States, then the Carrier's liability will be governed by and be subject to the terms and conditions of the Underlying Carrier's Bill of Lading, together with the Underlying Carrier's Tariff which shall be incorporated herein as if set forth at length. Notwithstanding the foregoing, in the event there is a private contract of carriage between the Shipper and any Underlying Carrier, such Multimodal Transportation will be governed by the terms and conditions of said contract which shall be incorporated herein as if set forth at length and copies of such contract shall be available to the Merchant at any office of the Carrier upon request.

(3) With respect to all water Multimodal Transport Contracts the United States where CO-STA is not contractually applicable, then subject to 7(c), below, the League Rules, and any arrangements thereto, shall also be contractually applicable, including the League Vessel Arrangements, shall apply as set forth in Clause 7(A).

(f) With respect to road carriage between countries in Europe, liability shall be determined in accordance with the Convention on the Contract for the International Carriage of Goods by Road (CMR), dated May 12, 1954, but during war carriages, transport contracts or insurance concluded to the International Agreement on Highway Transports (CEMT) dated February 25, 1961. With respect to rail or road transportation within a State other than the United States, then liability shall be determined in accordance with the internal law of such State and/or any International Convention which is contractually applicable by the laws of such State. In the absence of such law or convention, then the provisions of Clause 7(B)(a) will apply.

(b) In the event the provisions of this sub-section

Annex 4: an field application to any report of the Savings covered by the Bill of Funding

8. **CONTAINER PACKED BY CARRIER**
 Where the Goods receipt at which is acknowledged on the face of the Bill of Lading, are not already contained in Containers) at the time of such receipt, the Carrier shall be at liberty to pack and carry such Goods in Containers.

CONTAINER PACKED BY MERCHANT - MERCHANT'S RESPONSIBILITY

Where the Goods have been packed into Containers) by or on behalf of the Merchant, it is mutually agreed that:

- (1) Any statement on the Bill of Lading relating to marks and numbers, number and kind of packages, description, quantity, quality, weight, measure, nature, kind, value, or other particulars of the contents of such Containers) are as furnished by the Merchant and are unknown to the Carrier and the Carrier accepts no liability in respect thereof. The acknowledgment of the Carrier is confined to the number and apparent order and condition of Containers).
- (2) The Merchant accepts complete responsibility for the packaging, securing, and stowing of the contents of the Containers), the closing and sealing of the Containers) and the fitness of the Containers) and the contents thereof for carriage in accordance with the terms of this Bill of Lading. The Merchant hereby undertakes to indemnify the Carrier against any loss, damage, expense, liability, penalty and fine directly or indirectly suffered by the Carrier arising from any improper or inadequate packing, stuffing, securing, stowing or sealing, or in breach of the Containers) or the contents thereof.
- (3) The Carrier shall be at liberty to inspect the Goods without notice at any time or place.
- (4) Containers) shall be properly sealed and the said identification reference as well as the Containers) reference shall be shown plainly if the Containers) are delivered from the Carrier with seals intact. The Carrier shall not be liable for any loss or damage to the Goods unless it is proven that such loss or damage was caused by the Carrier's negligence. In case the seal of the Containers) is broken by Customs or other governmental authorities for inspection of the Goods, the Carrier shall not be liable for any loss or damage or any other consequences arising or resulting therefrom.
- (5) The Merchant is obliged to clean the Containers) at his expense before redelivery to the Carrier so that they are suitable for further service. If the Merchant fails to redeliver the Containers) as aforesaid, all charges in connection therewith shall be borne by the Merchant.

CARRIER'S/CARRIER'S - MERCHANT'S RESPONSIBILITY

- (1) The Merchant shall inspect the Containers) which are lost, leased, or in any way furnished by the Carrier before the Goods are packed into such Containers), and the Containers) so packed by the Merchant shall be deemed to have been accepted by him in good order and suitable condition for the purposes of Carriage contract hereunder, unless the Merchant provides written notice or otherwise in writing concerning the condition of the Containers). In such case, written notification is given, the Merchant is precluded from filing a claim against the Carrier for any loss or damage to the Goods by reason of unsuitability or unsound condition of the Containers).
- (2) The Merchant shall assume full responsibility and indemnify the Carrier for any loss or damage to the Containers) and/or other equipment which occurred while in his possession or in possession of his agents, and/or in the case of loss or damage to the Containers) or equipment which occurred while in any way furnished by the Carrier, and the Merchant shall indemnify and hold the Carrier harmless from and against any loss or damage to property of others persons or injuries to other persons occurring while the Carrier's Containers) is used in the possession of or being used by the Merchant or Merchant's agents or inland carriers engaged by or on behalf of the Merchant.

SPECIAL CONTAINERS AND PERISHABLE GOODS

Unless specifically requested by the Merchant in writing, the Carrier is not required to provide anything other than a 20' or 40' foot standard dry Containers). In the event the Carrier agrees to carry the Goods in special Containers) such as refrigerated, heated or insulated Containers), Goods,

If the Goods are not shipped in Containers, the total number of packages or unit of shipping units specified in the box marked "no. of Pkg. or Container" for Carriage sub-computer of the bill of lading, whichever is applicable, in the portion designated or place of delivery, whichever is applicable.

When typed, stamped or printed, as it signed by the Merchant any local custom or privilege to the contrary notwithstanding, and agrees that all agreements or freight

of a perishable nature shall be covered if stored in Containers, without special protection, covers or other measures unless it is noted on the covers or on the Bill of Lading that the Goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped Container. The Merchant is required to give written notice of requested temperature settings of the thermoelectric controls before receipt of the Goods by the Carrier. When a loaded Container is received, the Carrier will verify that the thermoelectric controls are set to maintain Containers temperature as connected for the Goods within the Containers, at setting the temperature (including maintenance and repair during all times before the Containers) is delivered to the Carrier and after it is they, as delivered by the Carrier. The Carrier is not responsible for produce deterioration caused by insect-yes, defects in the refrigeration or transport times. In excess of the specified shelf life. The Merchant is specifically advised that refrigerated, heated, specially ventilated or otherwise specially equipped Containers are not equipped to change the temperature of Goods, but solely to maintain the temperature received from the Merchant. The Carrier is under no obligation to determine whether the Goods were at the proper temperature when they were loaded into the Containers or when the Containers were forwarded to the Carrier. Carrier shall be deemed to have fulfilled its obligations under the Bill of Lading, and shall have no liability whatsoever, if the Goods are carried in a cargo of plus or minus 2.5 degrees Centigrade (45 degrees Fahrenheit) in regard to any carrying temperature designated in writing by the Merchant in this Bill of Lading.

Goods subject to deterioration or damage by extremes of heat and/or cold which are shipped by Merchant in standard dry Containers rather than in refrigerated or temperature-controlled Containers, which can be supplied by the Carrier, and carried at Merchant's risk, and Carrier assumes no liability whatsoever resulting from Merchant's acts or omissions in failing to request the proper Containers.

12. CARRIER'S OBLIGATION

(1) The Carrier has the right to carry Goods in Containers on deck, whether the Containers are owned or leased or have been packed or stuffed by or on behalf of the Merchant or the Carrier. When Goods in Containers are carried on deck, the Carrier is not required to specially note, mark or otherwise identify the Containers or the Goods on the Bill of Lading, any custom to the contrary notwithstanding. The Goods so carried shall be subject to the applicable Tariff Rules, as provided to in the Charter Party and in the Bill of Lading.

(2) Notwithstanding Charter Party above in the case of Goods which are stated on the face hereof as being carried on deck and which are so carried, the above Rules shall not apply and the Carrier shall be under no liability whatsoever for loss, damage or delay, notwithstanding.

13. LIVE ANIMALS, PLANTS, PERISHABLE GOODS

The Carrier shall not be responsible for any accident, disease, mortality, loss of or damage to live animals, birds, or fish, plants and perishable goods arising or resulting from any cause whatsoever, including the Carrier's negligence or the vessel's unsuitableness and shall have the benefit of all the provisions of this Bill of Lading.

14. DANGEROUS GOODS AND CONTRABAND

(1) The Carrier undertakes to carry Goods of an explosive, inflammable, radioactive, corrosive, denaturing, noxious, hazardous, poisonous, injurious or dangerous only upon the Carrier's acceptance of a written application by the Merchant for his carriage of such Goods. Such

14. DANGEROUS GOODS AND CONTRABAND

- (1) The Carrier undertakes to carry Goods of any explosive, inflammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious or dangerous only upon the Carrier's acceptance of a prior written application by the Merchant for the carriage of such Goods. Such applications must accurately state the nature, weight, value and classification of the Goods as well as the method of removing them innocuously, with their names and addresses of the Merchant.
- (2) The Merchant shall undertake to ensure that the nature of the Goods referred to in the preceding paragraph is distinctly and permanently marked and manifested on the outside of the Goods (packaged) and shall also undertake to submit the documents or certificates required by any applicable statutes or regulations or by the carrier.
- (3) Whenever the Goods are discovered to have been received by the Carrier without complying with the foregoing, or the Goods are found to be contraband or prohibited by any law or regulation of the port of loading, discharge or of any place or waters during the transport, the Carrier shall be entitled to have such Goods retained in custody, though exempted or discharged or otherwise disposed of at the Carrier's discretion without compensation to the Merchant and the Carrier shall be liable to indemnify the Carrier against any kind of loss, damage or liability including loss of freight and any expenses directly or indirectly resulting from such Goods.
- (4) The Carrier may exercise or enjoy the right or benefit conferred upon the Carrier under the foregoing whenever it is ascertained that the Goods received in compliance with the terms of this clause may even likely to result in damage to the Carrier, vessel, Goods, Underlying Carriers, Sub-Contractors, Persons and/or other property. The Carrier shall be entitled to inspect the Containers and the Goods carried therein at any time and anywhere without the Merchant's consent and at its risk and expense of the Goods.

15. VALUABLE GOODS

The Carrier shall not be liable to any extent for any loss of or damage to or in connection with platinum, gold, silver, jewelry, radios, telephones, precious metals, precious stones, precious fabrics, carpets, furs, special electrical securities, valuable instruments, valuable documents, pictures, antiques, works of art, objects, religious or scientific objects of great value or any other valuable Goods, whatsoever including Goods having particular value only for the Merchant, unless the nature and value thereof have been declared in writing by the Merchant before receipt by the Carrier of the Goods and inserted on this Bill of Lading and unless a receipt or receipt shall have been duly procured thereon.

16. LOSS, CORRUPTION, ETC.

It is agreed that superficial rust, oxidation or condensation inside and outside of any and all condition due to moisture is not the responsibility of the Carrier unless and unless shown by the Carrier's failure to provide a reasonably tight container to the Merchant, or to loading. If the Merchant requires special arrangements or conditions for the carriage of such Goods, the Merchant must request same in writing to the Carrier and said arrangements must be noted on the face of the Bill of Lading and all special freight charges required must be paid by the Merchant.

17. GOVERNMENT REGULATION AND PENALTY

The Merchant shall comply with all regulations or requirements of Customs, Government authorities, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, penalties or losses incurred or suffered by reason of any failure to comply with such regulations, or by reason of any illegal, incorrect, or insufficient marking, number or addressing of the Goods, or the discovery of any drugs, narcotics, slowways or other illegal substances within Containers loaded by the Merchant or inside Goods loaded by the Merchant, and shall indemnify the Carrier in respect thereof.

18. NOTIFICATION AND DELIVERY

- (1) Any mention in this Bill of Lading of packages to be notified of the arrival of the Goods is solely for informational purposes of the Carrier, and failure to give such notification shall not involve the Carrier in any liability for failure to deliver the Goods or any other consequences therefrom.
- (2) The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff.
- (3) If the Merchant fails to take delivery of the Goods or any part thereof, it is considered to have abandoned the Bill of Lading. The Carrier may without notice remove the Goods of the Bill of Lading and/or store the Goods, or that part thereof, as above stated, in the open or under cover. Such storage shall

18. NOTIFICATION AND DELIVERY.

- (1) Any mention in the Bill of Lading of parcels to be notified of the arrival of the Goods is solely for information of the Carrier and failure to give such notification shall not in itself, the Carrier in any event, relieve the Merchant of any obligations hereunder.
- (2) The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff.
- (3) If the Merchant fails to take delivery of the Goods or any part thereof, in accordance with the Bill of Lading, the Carrier may without notice re-warehouse the Goods, or find part thereof, and/or store the Goods, or that part thereof, as afloat, in the event of undercoy. Such storage shall constitute the delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods, or that part thereof, shall cease.
- (4) The Merchant's attention is drawn to the shipowner's consignment and departure contained in the Carrier's applicable Tariff, which is incorporated in the Bill of Lading.

19. FREIGHT AND CHARGES.

- (1) Freight shall be payable by the Carrier's owner, on gross weight or measurement, on gross discharge weight or measurement, or on ad valorem basis, or net container or package or commodity freight rate basis, or any other applicable rate as set forth in the Carrier's Tariff. Freight may be calculated on the basis of the description of the Goods furnished by the Merchant, but the Carrier may, at its option, measure and value the Goods and open packages or containers, and its own measurements shall prevail. In case the Merchant's description is found to be erroneous and additional freight is payable, the Merchant and the Goods shall be liable for any additional freight and expense incurred in examining, weighing, measuring, counting and valuing the Goods.
- (2) Full freight to the port of destination or, in case of through transportation to place of delivery, prepaid freight and all other charges against the Goods shall be considered completely earned on receipt of the Goods by the Carrier or, in the case of through transportation, the Carrier may, at its option, charge the freight or charges be prepaid or be stated or calculated, but prepaid or to be collected at port of discharge or destination or subsequently, and the Carrier shall be entitled to charge to all freight and charges, and to receive and retain them upon all circumstances whatsoever, whether the vessel and/or the Goods are lost or not lost, or whether the voyage is changed or, upon the vessel is abandoned.
- (3) All freight and charges shall be paid in full and without any offset, counterclaim or deduction, in the currency named in the Bill of Lading or, at the Carrier's option, in its equivalent in local currency at bank current rates of exchange in New York as of the date payment of freight shall be made hereunder. Any error in freight or in charges, or in the classification thereof, of the Goods is subject to correction, and if on correction, the freight or charges are higher, the Carrier may collect the additional amount.
- (4) The Merchant and its agents shall be jointly and severally liable to the Carrier for the payment of all freight, demurrage, General Average, salvage and other charges, including but not limited to local costs, expenses and miscellaneous charges incurred in collecting sums due the Carrier. Payment of ocean freight and charges to a freight forwarder, broker or anyone other than the Carrier, or its authorized agent, shall not be deemed payment to the Carrier and shall be made at owner's sole risk.

20. GENERAL AVERAGE AND SALVAGE.

General Average shall be adjusted, stated and settled at New York or at the last port of discharge or any other port or place at the Carrier's option according to the York Antwerp Rules, 1950, and as to matters not provided for in these rules, according to the law and usages of the port or place of shipment, and in the currency specified by the Carrier. Any agreement and bond, together with such additional security as may be required by the Carrier, shall be furnished before delivery of the Goods, in the event of accident, damage, loss or other circumstances of which the Carrier is not responsible, resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequences of which the Carrier is not responsible by statute, contract or otherwise. The Carrier and the Merchant jointly and severally shall contribute with the Carrier in general average to the payment of any benefits, losses or expenses of a general average nature that must be made or measured and paid for, salvage and special charges incurred in respect to the Goods if a saving vessel is owned or operated by the Goods, salvage shall be paid for as fully and in the same manner as if such saving vessel or vessels belong to the Goods.

In the event the Master or agents of the vessel, or the Merchant, agrees that the Master may act as his agent to procure such services to the Goods and that the Carrier may act as his agent to settle salvage contribution.

21. BOFFA, NAME COLLISION

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22. NOTICE OF CLAIMS AND FILING 1-01 001

When a bill of lading is damaged and a general notice of such loss or damage be given in writing to the Carrier at the port of discharge or place of destination before or at the time of delivery of the goods, and if the loss or damage be not reported within three days after delivery the Goods shall be delivered before or at the time of delivery of the goods as if no loss or damage had occurred. In any event, the Carrier shall be discharged from all liability in respect of non-delivery to Goods been delivered or does not exist in the bill of lading. In any event, the Carrier shall be discharged from all liability in respect of non-delivery, mis-delivery, delay, loss or damage unless such bill is brought within one year after delivery of the Goods or the date when the Goods should have been delivered.

23. LIMITATION OF LIABILITY

(3) All claims with respect to the current year, be liable to be settled, adjusted and settled on the basis of the net income value of the goods, in no event shall the carrier be liable for any loss of profit or any consequential loss.

(2) Subject to the Hague Rules contained in the International Convention for the Unification of Certain Rules Relating to Bill of Lading dated 25 August 1924, and any legislation making those rules comprehensively applicable to this Bill of Lading, including the Carriage of Goods by Sea Act of the United States of America, approved 16 April, 1924, the Carrier shall in no event be liable for any loss or damage to or in connection with the Goods if an amount exceeding the limit of U.S. Dollars \$500 per package or shared the Goods, are not shipped in packages per customary freight unit. If such limitation is inapplicable under local law, the applicable Hague Rules limitation amount in the country in which the action is brought shall be applied. If the shipment covered by this Bill of Lading originates in a country where the Hague-Visby Amendments to the Hague Rules are mandatory applicable, and if said country in such Bill of Lading, Carrier's liability shall not exceed 2 SDRs per kilo. If an action is brought in the Republic of China (Taiwan) for Goods originating or consigned to the Republic of China, the Carrier's maximum liability shall be 2,000 NT Dollars per package.

(c) The aforementioned intentions of liability set forth in this provision shall be applicable unless the nature and value of the Goods have been declared by the Merchant before shipment and accepted by the Carrier, and are inserted in the Bill of Lading and the applicable "ad valorem" freight rate, set out in Carrier's tariff in force. Any partial loss or damage shall be adjusted and paid on the basis of such declared value and if the declared value is higher than the actual value, the carrier shall in no event be liable to pay compensation in higher than the net insured value of the Goods plus freight and insurance.

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Neither the Carrier nor any third party shall be liable for any loss or damage to the Goods occurring at any time, and the Goods are considered to be in Carrier's custody, including the period before loading, or after discharge from the Vessel, by reason of any fire, unless such fire shall be caused by the actual fault or neglect of the Carrier.

25-15N

The Carrier shall have a lien on the cargo and any documents relating thereto for all sums payable to the Carrier under this contract and for general average and salvage contributions in whole or in part for the claim of recovering same, and for any penalties and assessments charged to

be required if the shipment covered by the Bill of Lading originates in a country where the Hague-Visby Amendments to the Hague Rules are mandatorily applicable, and if said bill is brought in such jurisdiction, carrier's liability shall not exceed 2 SDRs per kilo. If an action is brought in the Republic of China (Taiwan) for a vessel originating or transiting to the Republic of China then Carrier's maximum liability shall be 9,000 NTD Dollars per package.

(2) The aforementioned limitations of liability shall remain in no event unless the nature and value of the Goods have been declared by the Merchant before shipment and agreed to by the Carrier and are inserted in the Bill of Lading and the applicable "ad valorem" freight rate as set out in Carrier's tariff is paid. Any partial loss or damages shall be adjusted on the basis of such declared value and if the declared value is higher than the actual value, the Carrier shall in no event be liable to pay compensation higher than the net invoiced value of the Goods, this freight and insurance.

21. **FILE**

Notwithstanding to any, under any Bill of Lading or Sub-Contract utilized by the Carrier in the performance of the Bill of Lading Contract shall be liable to any action or other proceedings for loss or damage to the Goods occurring at any time the Goods are considered to be in Carrier's custody including the period before loading or after discharge from the Vessel, by reason of any fire unless such fire shall be caused by the actual fault or privity of the Carrier.

22. **LIEN**

The Carrier shall have a lien on the Goods and any documents relating thereto, for all sums payable to the Carrier under this contract and for port charges and other charges and contributions to which the Carrier is or may be liable for the costs of restoring same, and for any demurrage and expenses charged to the Carrier as a result of its carriage of the Goods, in order to recover for such charges the Carrier shall have the right to sell the Goods by public auction or otherwise freely without notice to the Merchant.

23. **LAWS AND JURISDICTION**

Except as otherwise provided expressly herein, any claim or dispute arising under this Bill of Lading shall be governed by the laws of England and determined in England, courts sitting in the English language to the exclusion of the jurisdiction of the courts of any other place. In the event the clause is applicable under local law, then jurisdiction and choice of law shall lie in either the port of loading or port of discharge at Carrier's option.